



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association for the Period January 1, 2012 through December 31, 2013.

MEETING DATE: February 1, 2012

PREPARED BY: Human Resources Manager
City Attorney

RECOMMENDED ACTION: Adopt Resolution approving Memorandum of Understanding between the City of Lodi and the Lodi City Mid-Management Association (LCMMA) for the period January 1, 2012 through December 31, 2013.

BACKGROUND INFORMATION: The Memorandum of Understanding (MOU) between the City of Lodi and the LCMMA expired on December 31, 2011. The principle components of the MOU (as included in the attached tentative agreement, Exhibit A) are as follows:


- The terms and conditions of this MOU shall be from January 1, 2012 through December 31, 2013.
- Employees will continue to pay 3.3 percent of the employee's share of retirement through June 30, 2013. Employees will also have 18 unpaid furlough days from January 1, 2012 to June 30, 2013. Beginning July 1, 2013 employees agree to pay the full 7 percent share of their retirement costs and there will be no further unpaid furlough days. The City and the LCMMA agree to reopen the MOU to conclude negotiations on two-tier retirement plan (2 percent at 60) when other units conclude negotiations.
- The LCMMA agrees that the City will not increase the City's contribution to employee's medical costs during the term of this agreement.
- The City will eliminate the employee co-pay for medical insurance (currently \$80 and \$104 for employee + 1 and family coverage, respectively).
- The LCMMA and the City agree to reopen the MOU to negotiate a Cafeteria Plan with an effective date of January 1, 2013.
- The incentives paid to the Water/Wastewater Superintendent and Parks Superintendent will be incorporated into their base salaries. Therefore, pay received previously as an incentive will instead be incorporated into their salary range. The revised salary ranges are included in Exhibit A. This action does not result in a net increase in compensation for these two classifications.
- The City will restore the 3 percent City match to Deferred Compensation effective June 25, 2012.

FISCAL IMPACT: It is estimated that the provisions of this MOU will save the City \$369,000 over the term of the agreement.

APPROVED: _____


Konrad Bartlam, City Manager

FUNDING AVAILABLE: Increased costs will be absorbed within existing appropriations.



Jordan Ayers, Deputy City Manager/Internal Services Director



Dean Gualco, Human Resources Manager

Attachments

Exhibit A

The principle modifications to the Mid-Management MOU are as follows:

Article	Title	Proposed Modification to MOU																				
	Term	Two year: January 1, 2012 to December 31, 2013.																				
Article I	Salary and Term	<ul style="list-style-type: none">Eliminate language related to Consumer Price IndexAdd \$150 bilingual pay.																				
Article III	Deferred Compensation	Deferred compensation match waived through June 30, 2012; resume compensation match the first pay period in which July 1, 2012 falls.																				
Article VI	Education Incentive	<p>In Water/Wastewater Superintendent classification, add \$80 to monthly salary to recognize two position requirements:</p> <ul style="list-style-type: none">Sewer Collection Maintenance Certification, Grade 3Water Distribution Operator Certification, Grade 3 <p>New Water/Wastewater Superintendent Salary Range:</p> <table><tr><td>Step A</td><td>Step B</td><td>Step C</td><td>Step D</td><td>Step E</td></tr><tr><td>6186.64</td><td>6495.97</td><td>6820.77</td><td>7161.81</td><td>7519.90</td></tr></table> <p>In Parks Superintendent classification, add \$100 to monthly salary to recognize two position requirements:</p> <ul style="list-style-type: none">Pest Control Advisor’s LicenseCertified Arborist <p>New Park Superintendent Salary Range:</p> <table><tr><td>Step A</td><td>Step B</td><td>Step C</td><td>Step D</td><td>Step E</td></tr><tr><td>5911.63</td><td>6207.21</td><td>6517.57</td><td>6843.45</td><td>7185.62</td></tr></table>	Step A	Step B	Step C	Step D	Step E	6186.64	6495.97	6820.77	7161.81	7519.90	Step A	Step B	Step C	Step D	Step E	5911.63	6207.21	6517.57	6843.45	7185.62
Step A	Step B	Step C	Step D	Step E																		
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5911.63	6207.21	6517.57	6843.45	7185.62																		

Article	Title	Proposal
Article VIII	Retirement	<ul style="list-style-type: none"> Employee pays 3.3% of retirement through June 30, 2013; 18 furlough days. Employee pays 7% of retirement beginning July 1, 2013; no furloughs. Agreement to reopen MOU to conclude negotiations on two-tier retirement plan (2% at 60) when other units conclude negotiations.
Article XV	Medical Insurance	<p>City Paid -</p> <ul style="list-style-type: none"> Medical rates through December 31, 2013: Single \$610.44 Emp + 1 \$1220.88 Family \$1587.14 Eliminate monthly employee co-pay for medical insurance (\$80 for employee plus one; \$104 for employee plus family) effective the first pay period of the month following Council adoption of the MOU.
Article XV, XVI, XVII, XVIII, XIX	Medical Dental Vision Life	<p>Reopen MOU to negotiate Cafeteria Plan with effective date of January 1, 2013.</p> <p>Long-term Disability – provide referral to a carrier</p>
Article XXV	Disciplinary Procedure	Employee appeal of discipline to Personnel Board rather than to neutral hearing officer.

Concessions agreed to between the City and Mid-Management will end effective January 1, 2012 (except the deferred compensation match, which resumes June 25, 2012).

EXHIBIT A
(Memorandum of Understanding)

**This document will be provided to Council
as a “Blue Sheet” item at the meeting.**

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

LODI CITY MID-MANAGEMENT ASSOCIATION

JANUARY 1, ~~2012~~²⁰⁰⁸ - DECEMBER 31, ~~2013~~²⁰⁰⁹

MID-MANAGEMENT

ACCOUNTANT I/II

ARTS COORDINATOR

ASSISTANT STREETS AND DRAINAGE MANAGER

ASSOCIATE CIVIL ENGINEER

ASSOCIATE PLANNER

BUILDING OFFICIAL

CITY PLANNER/PLANNING MANAGER

COMMUNITY IMPROVEMENT CENTER MANAGER

COMPLIANCE ENGINEER

CONSTRUCTION PROJECT MANAGER

DATA PROCESSING MANAGER

DEPUTY PUBLIC WORKS DIRECTOR – CITY ENGINEER

DEPUTY PUBLIC WORKS DIRECTOR – UTILITIES

ELECTRIC OPERATIONS SUPERINTENDENT

ELECTRIC SYSTEMS SUPERVISOR

ELECTRIC UTILITY RATE ANALYST

ELECTRIC UTILITY SUPERINTENDENT

FLEET AND FACILITIES MANAGER

INFORMATION SYSTEMS ANALYST

INFORMATION SYSTEMS COORDINATOR

INFORMATION SYSTEMS MANAGER

LAB/ENVIRONMENTAL COMPLIANCE SUPERINTENDENT

LITERACY SERVICES COORDINATOR

LIBRARIAN I/II

LIBRARY SERVICES MANAGER

MANAGEMENT ANALYST TRAINEE I/II

MANAGER, BUSINESS PLANNING & MARKETING

MANAGER, CUSTOMER SERVICE & PROGRAMS

MANAGER, ENGINEERING & OPERATIONS

MANAGER, RATES & RESOURCES NEIGHBORHOOD SERVICES MANAGER

NETWORK ADMINISTRATOR

PARK SUPERINTENDENT

RATES & RESOURCES MANAGER

PLANNING MANAGER

RECREATION SUPERVISOR RECREATION MANAGER

RECREATION SUPERINTENDENT

SENIOR CIVIL ENGINEER

SPECIAL SERVICES MANAGER

SR. ELECTRIC UTILITY RATE ANALYST

SR. PLANNER

SR. PROGRAMMER ANALYST

SR. POWER ENGINEER

SR. PROGRAMMER/ANALYST

SR. SERVICES COORDINATOR

SR. TRAFFIC ENGINEER

STREETS AND DRAINAGE MANAGER

SUPERVISING ACCOUNTANT

SUPERVISING LIBRARIAN

TRANSPORTATION MANAGER/SR. TRAFFIC ENGINEER
UTILITY OPERATIONS SUPERVISOR
~~WASTEWATER TREATMENT SUPERINTENDENT~~
~~WATER SERVICES MANAGER~~
WATER/WASTEWATER SUPERINTENDENT

DRAFT

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Attachment A – Salary Schedule (with proposed increases)

ARTICLE I - SALARY AND TERM

- 1.1 ~~In the event that any bargaining unit negotiates a new across the board salary increase during the term of this MOU, the mid management will receive the same percentage effective the same date as negotiated by the other bargaining unit~~

~~&Effective the first pay period after MOU approval, any classification(s) in which January 1, 2008 falls, all classifications shall have their regular salary increased by the amount of any uniform allowance or education/certification incentive that they currently receive as separate compensation. The corresponding incentive shall be eliminated. Job specifications shall be updated to reflect the requirement to possess same.~~

~~required allowances or /be added to:~~

- 1.32 Bargaining unit members agree to accept the following furlough day schedule during the term of this MOU:

January 1, 2012 – December 31, 2012 – 12 floating furlough days per year (1 per month)
January 1 – June 30, 2013 – 6-18 floating furlough days (1 per month)

Furlough days will be floating within the month scheduled, but will normally follow the scheduled City Furlough Schedule unless there is a scheduled conflict.

- 1.3 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining eligible languages.

- 1.4 The City and the LCMMA entered into a Side Letter that continued in effect past the effective date of the immediately previous MOU to include June 30, 2012. The concessions in that Side Letter are eliminated and replaced by this MOU effective January 1, 2012.

~~1.6-5 receive a 5% equity adjustment as shown in Schedule A.~~

- ~~1.2 Effective the first pay period in which January 1, 2008 falls, the following classifications shall receive an additional salary adjustment as indicated:~~

~~Assistant Streets & Drainage Manager – 10% salary adjustment~~

~~Literacy Services Coordinator – 5% salary adjustment~~

~~Streets & Drainage Manager – 5% salary adjustment~~

- ~~1.3 Effective the first pay period in which January 1, 2009 falls, employees will receive a cost of living adjustment based upon the consumer price index (CPI-W), San Francisco-~~

~~Oakland-San Jose. The increase will be no less than 3% and no greater than 5%. If the City of Lodi General Fund revenues for the period 07/01/2007 to 06/30/2008, as reflected in the Comprehensive Annual Financial Report, do not show revenue increases of at least 1% from the previous fiscal year (using fiscal year audited financial statements) then LCMMA and the City of Lodi will reopen negotiations with regard to cost of living adjustments.~~

~~1.4~~ The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA, ~~or~~ but not beyond March 31, 2014.:

Negotiations will commence no later than October 31, 2013 ~~the three months prior to December 31, 2009.~~

1.5 THE CITY OF LODI AGREES TO CONDUCT A JOB ANALYSIS FOR:

SPECIAL SERVICES MANAGER JUNE 30, 2008

MANAGEMENT ANALYST I/II SEPTEMBER 30, 2008

WATER SERVICES MANAGER DECEMBER 30, 2008

BUILDING OFFICIAL MARCH 30, 2009

SUPERVISING ACCOUNTANT JUNE 30, 2009

ARTICLE II - UNIFORM ALLOWANCE/OPERATOR D-5 INCENTIVE

2.1 The City agrees to provide the LPD Management Analyst ~~Special Services Manager~~ with a ~~uniform~~ allowance of \$825.00 per year.

~~2.2~~ The uniform allowance shall be paid quarterly in conjunction with regular pay checks in the months of March, June, September, and December and shall be for the previous three months.

~~2.3~~ The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to ~~reimbursement~~ reimbursement. This allowance is limited ~~current employees only to~~ employees hired prior to the execution of this MOU.

2.2 The City agrees to provide the Water/Wastewater Superintendent of \$40.00 per month in recognition of his possession of Water Distribution Operator, Grade D-5 certificate. This incentive is limited to employees hired prior to the execution of this MOU.

ARTICLE III - DEFERRED COMPENSATION

- 3.1 Employees may participate in the City's Deferred Compensation Plan.
- 3.2 City matches up to a maximum of 3.0% of base salary beginning in the pay period that July 1, 2012 falls.

ARTICLE IV - FLEXIBLE SPENDING ACCOUNT

- 4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;
 - a) Premium Conversion
 - b) Non-reimbursed Health Care
 - c) Dependent Care Reimbursement
- 4.2 Elections for the calendar year will be made each December, or **if** a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

ARTICLE V - CHIROPRACTIC

- 5.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan.

ARTICLE VI – OVERTIME~~ARTICLE VI – EDUCATION INCENTIVE~~

~~6.1 EDUCATION INCENTIVES WILL BE AVAILABLE TO ELIGIBLE EMPLOYEES FOR SPECIFIED DEGREES, CERTIFICATIONS, AND LICENSES.~~

~~6.2 PUBLIC WORKS DEPARTMENT: THE CLASSIFICATIONS LISTED BELOW SHALL RECEIVE \$40.00 PER MONTH (MAXIMUM \$150.00 PER MONTH) FOR EACH GRADE AT OR ABOVE THE GRADES SHOWN:~~

~~WASTEWATER TREATMENT SUPERINTENDENT~~

~~WASTEWATER TREATMENT PLANT OPERATOR CERTIFICATION, GRADE V~~

~~INDUSTRIAL WASTE INSPECTOR CERTIFICATION, GRADE II~~

~~LABORATORY ANALYST CERTIFICATION, GRADE II~~

~~MECHANICAL MAINTENANCE CERTIFICATION, GRADE II~~

~~WATER/WASTEWATER SUPERINTENDENT~~

~~WATER TREATMENT PLANT OPERATOR CERTIFICATION, GRADE IV~~

~~INDUSTRIAL WASTE INSPECTOR CERTIFICATION, GRADE II~~

~~LABORATORY ANALYST CERTIFICATION, GRADE II~~

~~SEWER COLLECTION MAINTENANCE CERTIFICATION, GRADE III~~

~~WATER DISTRIBUTION OPERATOR CERTIFICATION, GRADE III~~

~~6.3 PARKS & RECREATION: THE PARKS SUPERINTENDENT WILL RECEIVE EDUCATION INCENTIVE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:~~

~~PEST CONTROL ADVISOR'S LICENSE.....\$50.00 PER MONTH~~

~~CERTIFIED ARBORIST.....\$50.00 PER MONTH~~

ARTICLE VII – OVERTIME

67.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:

- Major storm damage requiring the dispatching of additional crews;
- The necessity to cover scheduled shifts;
- Direct supervision of crews assigned to work during normal days off to accommodate the public;
- Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.

67.2 Overtime pay shall not be paid for the following:

- Staff meetings
- Special projects
- Conferences and seminars - except as noted below
- Appearances before City Council and commissions,
- Public information presentations,
- Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.

67.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.

67.4 Upon promotion into a Mid-Management position ~~only~~all previously accrued compensatory time must be paid or used prior to the promotion.

ARTICLE VIIIVH - RETIREMENT

78.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits;?

Miscellaneous 2% @ 55 plan

- 1957 Survivors Benefit
- 1959 (Plus 25%) Survivors Benefit
- Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%
- 50% survivors continuation

-
- * ~~▲~~Credit for Unused Sick Leave
 - Military Service Credit as Public Service

Employees shall pay the employee uortion of Retirement Benefits as follows:

January 1,2012 through June 30,2013 – 3.3 %

July 1,2013 and thereafter – 7.0 %

- 78.2 During the term of this agreement, the LCMMACity agrees to reopen for negotiations the proposed to meet and confer with the City LCMMA
over proposed-CalPERS plan amendments (2% @ 60 for new hires (date TBD)) upon reaching agreement for the new CalPERS plan with all miscellaneous units. -

ARTICLE ~~VIII~~IX - VACATION LEAVE

- 89.I Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with

Date of Hire: 3.08 hours per pay period	(10 80days hours per year)
6th year 4.62 hours per pay period	(15 120 days hours per year)
12th year 5.23 hours per pay period	(17 136 hoursdays per year)
15th year 6.16 hours per pay period	(20 160 hoursdays per year)
21st year 6.47 hours per pay period	(21 168 hoursdays per year)
22nd year 6.78 hours per pay period	(22 176 hoursdays per year)
23rd year 7.09 hours per pay period	(23 184 hoursdays per year)
24th year 7.40 hours per pay period	(24 192 hoursdays per year)
25th year 7.71 hours per pay period	(25 200 hoursdays per year)

- 89.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire: 3.08 hours per pay period	(10 80 hoursdays per year)
6th year 4.62 hours per pay period	(15 120 hoursdays per year)
12th year 5.23 hours per pay period	(17 136 hoursdays per year)
15th year/above 6.16 hours per pay period	(20 160 hoursdays per year)

- 8.9.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles ~~98~~.1, or ~~98~~.2, depending on their initial employment with the City of Lodi.

- 8.9.4 Vacation leave shall be used in increments of not less than quarter hours. Vacation may not be carried over to the subsequent year in excess of the amount earned in ~~two~~a calendar ~~years~~ year unless authorized by the City Manager.

ARTICLE ~~IX~~X - ADMINISTRATIVE LEAVE

- ~~910~~.1 Employees will be given ~~eightv~~ (80) hours of administrative leave per calendar year. Balances must be used prior to December 30 or they will be lost.
- ~~910~~.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with ~~six uoint six seven (6.67) eight~~ hours

granted for each **full** calendar month remaining in the calendar year with a maximum of 80 hours.

~~9.10.3~~ Employees separating mid-year will receive a cash payout for unused Administrative Leave on a prorated basis in accordance with ~~9.10.2~~.

~~9.10.4~~ Employees are eligible to cash out up to forty (40) hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance ~~Department~~Division. ~~Employees are also eligible to use their Administrative Leave balance each payday to offset the medical cost sharing.~~

ARTICLE X ~~XI~~ HOLIDAYS

~~10.1.1~~ All employees shall receive ~~four floating holidays~~36 floating hours and the following nine and one half fixed holidays:

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (~~4-hour~~half working day~~hours~~) December 24
- Christmas Day December 25

~~10.1.2~~ Fixed holidays occurring on Saturdays shall be observed on the preceding Fridays; Sunday holidays will be observed on the following Mondays, with the exception that if the following Monday were a holiday, the Sunday holiday would be taken on the preceding Friday.

~~10.1.3~~ Electric Utility Mid-Management employees shall receive ~~five floating~~45 floating hours~~holidays~~ and the following eight and one-half fixed holidays:

- New Year's Day January 1
- Martin Luther King Jr. Day 3rd Monday in January
- Memorial Day Last Monday in May
- Independence Day July 4
- Labor Day 1st Monday in September
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day Friday after Thanksgiving Day
- Christmas Eve (~~4-hour~~half working day~~hours~~) December 24
- Christmas Day December 25

~~10.11.4~~ 4 Holiday hours may not be carried into the following calendar year.

~~10.11.5~~ If hired or separated mid-year, employee shall be credited or debited with ~~fixed~~ ~~holidays remaining plus floating holidays~~ hours per the following schedule:

Four Floating Holidays:

<u>Month Hired or Separated</u>	<u>Days</u> <u>Hours</u> Added	<u>Days</u> <u>Hours</u> Subtracted
Jan Feb March _____	4 <u>36</u>	<u>327</u>
April May June _____	3 <u>27</u>	<u>218</u>
July Aug Sept _____		2 <u>18</u>
	<u>19</u>	
Oct Nov Dec _____		1 <u>9</u>
	<u>0</u>	

ARTICLE ~~XIX~~ - SICK LEAVE

~~11.2.1~~ Sick Leave is earned at the rate of 3.70 hours per pay period with no limit on the amount that can be accumulated. ~~Total sick leave accrued is 12.96 days~~ hours per year. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE ~~XIX~~ - SICK LEAVE CONVERSION

~~12.3.1~~ Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under ~~the~~ following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops

Employees may also use their banks money to purchase Dental, Vision, and/or Chiropractic Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - “Cash-Out”

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 – “Service Credit”

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

~~12.13.2~~ Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 “PERS SERVICE CREDIT”.

~~12.13.3~~ In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in ~~section~~ Section 12.1.

~~12.13.4~~ The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee only premium for the same period as if the retiree had not died.

~~12.13.5~~ A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.

~~12.13.6~~ Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section ~~12.13.1~~; Option #2.

~~12.13.7~~ Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.

~~12.13.8~~ A retiree or surviving dependent may purchase dental, vision, and/or Chiropractic insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XIII - MEDICAL INSURANCE~~ARTICLE XIV - EXECUTIVE PHYSICAL EXAMINATION~~

~~14.1 EMPLOYEES MAY ELECT TO RECEIVE AN EXECUTIVE PHYSICAL EXAMINATION IN ACCORDANCE WITH THE PROVISIONS OF THE CITY'S MEDICAL INSURANCE PLAN TO INCLUDE ANY AND ALL OF THE FOLLOWING PROCEDURES AS APPLICABLE AND AS DEEMED NECESSARY BY THE EMPLOYEE'S PHYSICIAN:~~

~~☐ A COMPLETE OFFICE EXAMINATION ☐ AN EXECUTIVE BLOOD PANEL~~

~~☐ URINALYSIS ☐ MAMMOGRAM~~

~~☐ PAP SMEAR ☐ CHEST X-RAY~~

~~☐ EKG (RESTING)~~

~~14.2 EMPLOYEES SHALL BE REIMBURSED FOR COSTS NOT COVERED BY THE MEDICAL INSURANCE FOR THE PROCEDURES REFERENCED IN 14.1 ONLY. ANY ADDITIONAL TESTS JUDGED NECESSARY SHALL BE THE RESPONSIBILITY OF THE EMPLOYEE. EMPLOYEES MUST SUBMIT ALL RELATED RECEIPTS, ATTACHED TO A CLAIM VOUCHER, TO THE FINANCE DEPARTMENT FOR REIMBURSEMENT.~~

ARTICLE XV - MEDICAL INSURANCE

~~13~~15.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee only up to the employee's + family category (Family, Employee+1, Single) for the lowest cost PERS highest HMO available in Lodi's geographic area (excluding Porac) as of January 1 2012. The City- Employees contribute \$80.00 per month for Employee Plus One and \$104.00 per month for full family coverage. Should an employee decide to elect single medical coverage, the City of Lodi will waive the current employee medical contribution effective the first deposit \$25.00 per pay period that begins two weeks after this agreement is approved by Council. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to either the employee's into the employees deferred compensation account or cash. A single employee who can show proof of group insurance. If no coverage is elected \$71.15 per pay period will be eligible for this provision at one half (1/2) the current amount (\$305.221. In order to qualify for this provision, proof of group insurance must be provided to the City deposited into the employees deferred

Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO up for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44) to employee + family.

1315.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.

13.3 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan. During the term of this agreement, the LCMMA agrees to meet and confer with the City over this proposal.

ARTICLE ~~XIV~~XVI - DENTAL INSURANCE

1416.1 Employees are provided fully paid family dental insurance.

1416.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE ~~XV~~XVII - VISION INSURANCE

1517.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

ARTICLE ~~XVI~~XVIII - LIFE INSURANCE

1618.1 Employees are provided with a life insurance program providing for 2 times the annual salary to a maximum of \$250,000. The amount of insurance to reduce to 65% after the 70th birthday but before the 75th birthday. The amount of life insurance after the 75th birthday is reduced to 50%. In addition, a spouse will be covered for \$1,500. Dependent children between the ages of birth through the 20th birthday will be covered for \$1,500-~~insurance~~.

~~18.2 EMPLOYEES ARE PROVIDED WITH \$100,000 OF ACCIDENT INSURANCE WHILE TRAVELING ON CITY BUSINESS OUTSIDE THE CITY LIMITS. SPOUSES ARE ONLY COVERED WHILE ACCOMPANYING THE CITY EMPLOYEE ON CITY BUSINESS, OR WHILE CONDUCTING BUSINESS ON BEHALF OF THE CITY.~~

~~18.3 EMPLOYEES ARE ALSO PROVIDED WITH A \$25,000 ACCIDENTAL DEATH POLICY IN THE EVENT OF DEATH RESULTING FROM A LINE-OF-DUTY INJURY.~~

ARTICLE XVIIIXIX - LONG-TERM DISABILITY INSURANCE

~~1749.1~~ City will provide Employee referral to a long term disability plan provider. Any insurance coverage urchased shall be at employee's expense.

~~Employees are covered under a long term disability plan as follows:~~

~~Monthly LTD Benefit Amounts would be:~~

- ~~• 66 2/3 of your basic monthly earnings~~
- ~~• To a maximum of \$10,000 per month~~

AUGMENTATION WITH SICK LEAVE OR OTHER PAID LEAVE MAY BE MADE TO BRING AN EMPLOYEE'S PAYMENT UP TO USUAL NET PAY, TO INCLUDE PROVISIONS FOR THE EMPLOYEE'S REGULAR PAYROLL DEDUCTIONS.

19.2 EMPLOYEES QUALIFYING FOR COVERAGE SHALL RECEIVE LONG-TERM DISABILITY BENEFITS COMMENCING ON THE 61ST CALENDAR DAY FOLLOWING THE LAST DAY WORKED. MEDICAL INSURANCE COVERAGE WILL REMAIN IN EFFECT UNTIL THE LAST DAY OF THE MONTH IN WHICH THE EMPLOYEE WAS PLACED IN A LEAVE WITHOUT PAY STATUS. THE CITY WILL CONTINUE THE EMPLOYEES MEDICAL COVERAGE FOR 90 DAYS THEREAFTER AND LIFE INSURANCE FOR 1 YEAR. OTHER BENEFITS AND OBLIGATIONS MUST BE MET BY THE EMPLOYEE. LONG-TERM DISABILITY BENEFITS ARE COORDINATED WITH OTHER BENEFITS RECEIVED DURING DISABILITY, SUCH AS WORKERS' COMPENSATION TEMPORARY DISABILITY PAYMENTS OR PERS UNMODIFIED RETIREMENT ALLOWANCES.

19.3 EMPLOYEES MUST SUBMIT A PHYSICIAN'S CERTIFICATE PRIOR TO RETURNING TO NORMAL WORK DUTIES.

ARTICLE XVIII XX- LEAVES AND LEAVES OF ABSENCE

1820.1 ~~_____ A leave~~ Employees shall receive all leaves and leaves of absence ~~may be granted in~~ accordance with Federal and State mandates and City policies.

20.2 Family Medical Leave

a) ~~Family Medical Leave is available to employees upon reasonable request unless such request qualifies and an exception to eligibility for a specified family medical leave, or that granting the leave would cause undue hardship.~~

b) ~~Family Medical Leave is leave of absence up to a total of four (4) months from the date leave commenced within a 12 month period of time (not to exceed one year) with or without pay. for an~~ for the following reasons:

1) ~~Birth of a child of the employee and in order to be absent from duty care for a specified purpose. No such leave shall be granted except upon written request of the such child or the placement of a child with an employee, setting forth the reason for the request and the duration of such leave, in connection with the adoption or foster~~

The granting of a leave of absence provides the care of child by an employee the right to return to the same position or a position similar to the one vacated.

Reauests for (such leave of absences for medical reasons must be accompanied by the appropriate health care practioner's documentation. taken within the 12 month

A leave of absence shall not constitute a break in service for purposes of the City of Lodi's service award, nor shall it impair an employee's status as a regular full-time employee. An employee returning to employment after a leave of absence shall retain the same status and shall be placed at the same salary step in the pay range in effect for the class as the employee received when the leave of absence commenced.

Employees shall not be entitled to a leave of absence as a matter of right (except as provided by Federal or State law), but only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. Failure on the part of the employee on leave to report promptly at its expiration, or at a reasonable time after notice to return to duty, shall be considered abandonment of position.

period following the child's birth or placement with employee); or

2) To care for a child, parent or spouse of the employee who has a serious health condition; or

3) Because of a serious health condition that makes the employee unable to perform the functions of his/her position.

e) The approval of a leave of absence is subject, but not limited to a number of considerations such as length of employment, performance record, reasons for the leave of absence, the effect of the absence on the department, and duration of the leave of absence.

P.E.R.S. contributions will continue to be made as long as an employee continues to receive compensation from his/her accumulated leave balances. The amount of the contributions will vary according to the amount of compensation being received from the accumulated leave balances.

While an employee is on a leave of absence, he/she may receive compensation from his/her accumulated leave balances in accordance with applicable City policies. The amount of compensation received from these balances determines the employee's pay status.

18.2 An employee is on pay status when they are receiving compensation from his/her accumulated leave balances. To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period. The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.

18.3 A leave of absence with pay is when an employee is considered to be in a pay status. An employee in a pay status will continue to receive all benefits including leave accruals.

18.4 A leave of absence without pay is determined as such when an employee is no longer in a pay status or has exhausted all accumulated leave balances (according to applicable City policies).

A leave of absence without pay shall constitute a break in service for the purposes of determining benefit eligibility, performance evaluation and subsequent merit increase eligibility time frames if the employee is not on pay status at the rate equivalent to hours worked in at least one half of a pay period. The length of such leave to the nearest pay period shall be deducted from service credit.

Failure of an employee to return to his/her employment upon the termination of any leave of absence may result in the employee being required to reimburse the City for health insurance premiums paid by the City during the leave. For reasons other than disability, employees and their dependents may continue their health/medical insurance by paying the premiums for such time as the employee is in a leave without pay status.

All employees granted a leave of absence without pay may have his/her personnel action date extended by the amount of the leave of absence, if such absence is greater than one pay period

18.5 All leaves of absence shall be requested in writing by the employee and shall require written approval by the Department Head. In addition to Department Head approval, leaves of absence without pay shall be approved by the City Manager. All requests shall be routed through the Human Resources Division terms and must include the following information:

- (1) Employee identification information such as employee number, class title, etc.;
- (2) Dates of commencement and expiration; and
- (3) Reason conditions for absence.

18.6 A Personnel Action Form shall be submitted by the respective department to the Human Resources Division for all leaves of absence without pay with a duration greater than one full pay period. The form should be submitted prior to the commencement of such leave and immediately upon or prior to the employee's return to work. pertaining to the medical

18.7 All employees must have timesheets/cards submitted to payroll during leaves of absence indicating the type and amount of accumulated leave balance(s) to be charged. An employee on a leave of absence without pay should submit his/her timesheet/card indicating such status.

ARTICLE XIX – TUITION REIMBURSEMENT BENEFITS ARE APPLICABLE TO FAMILY MEDICAL LEAVE IN ACCORDANCE WITH THE CITY OF LODI ADMINISTRATIVE POLICY AND PROCEDURE.

ARTICLE ~~XVI~~ TUITION REIMBURSEMENT

19.1 Participation is limited to full-time regular employees of the City of Lodi.

19.2 City shall reimburse employees the cost of tuition and books (including software) upon the 21.1 Employees shall receive the following:

~~1) Tuition costs, up to a maximum of \$1,804 per fiscal year, to be paid upon the satisfactory completion of job related coursework. course work.~~

Employees must maintain continuous service from the date a course begins to the date of its completion.

Employees shall not be eligible for reimbursement when a course is paid for by another source.

1) Employees shall receive up to a maximum of \$3,000 per fiscal year (including books and software), to be paid upon the satisfactory completion of course work.

~~2) The full cost of books required for courses taken.~~

~~The maximum amount reimbursed is based on fees for two courses of study at California State University Sacramento. This maximum amount will be updated annually. A fiscal year is the period between July 1 and June 30; the final date of class shall determine the fiscal year in which that course falls. You cannot request reimbursement for a course in a fiscal year that the course did not end. For example: if you complete a class in June, but not request reimbursement until August, funds for your reimbursement would be derived from the previous fiscal year.~~

~~This section will be applied toward registration fees at an accredited College or~~

~~University. Course work must be part of a program of study toward obtaining an Associate of Arts, Bachelor's, or any higher degree. The college or university must be accredited from one of the eight regional accredited associations listed below:~~

- Middle States Association of Colleges and Schools Middle States Commission on Higher Education
- New England Association of Schools and Colleges Commission on Institutions of Higher Education
- New England Association of Schools and Colleges Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools The Higher Learning Commission
- Northwest Commission on Colleges and Universities
- Southern Association of Colleges and Schools Commission on Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities

19.3 Courses should pertain to an employee's career field, thus enhancing his/her career advancement opportunities and job skills. Courses related to an employee's job duties and responsibilities must exceed the educational level required to qualify for the employee's current classification.

19.4 Prior to enrollment in a course, the employee shall submit an application for participation in this program to his/her Department Head.

The Department Head shall review the application and determine eligibility according to the Tuition Reimbursement policy and the appropriate memorandum of understanding. If the application is denied, a letter shall be sent by the Department Head to the employee explaining why it has been disapproved. If the application is approved, the Department Head shall sign the application and return it to the employee, who shall be responsible to retain it until the course is completed.

Upon completion of the course of instruction, the employee shall submit to the Department Head evidence of satisfactory completion (grade of "C" or equivalent or better). For ungraded courses, a statement from the school or the instructor must indicate successful completion of the course. This shall be accomplished within 60 calendar days of the completion of the course. In the event that such cannot be furnished within this time period, the employee shall provide a written statement explaining the reason for the delay.

The Department Head shall then authorize payment of the appropriate reimbursement.

The completed application, receipts, and evidence of grade shall be forwarded to Human Resources for approval. Once approved by Human Resources the packet will be forwarded to the Finance Division and a reimbursement check shall be issued to the employee.

19.5 Participation in courses must not be during regular work hours and must not result in reducing either the normal work week of the employee or the quality and quantity of his/her services to the City; except that the City may grant time off for attendance at courses during working hours if the course is given at no other times and if such time off does not disturb normal City operations. The best interests of the City shall at all times be the determining factor in the consideration of such time off.

Employees must complete courses within the regulation period of time allowed for them by the school or professional organization.

Participation in this program is to be considered a privilege rather than a right of the employee.

The City reserves the right to disapprove reimbursement for courses if the course requested is available at a substantially lower cost at a local school or college.

ARTICLE XX -~~XXII~~- PROBATION

2022.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Termination cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

ARTICLE ~~XXIX~~ XXIII - PERSONAL LIABILITY

2123.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
 1. The act or omissions was not within the scope of their employment; or
 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or
 3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
 1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
 2. At the time of the act giving rise to the liability, the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent best interests of the City.
 3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE ~~XXII~~ XXIV- GRIEVANCE PROCEDURE

2224.1 Disputes involving the following subjects shall be determined by the Grievance

Procedures established herein:

- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
- B. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- C. Disputes which may be of a "class action" nature filed on behalf of the Association or the City.

12224.2 Class action Grievances shall be submitted in writing from the LCMMA's President to the City Manager or vice versa.

2224.3 STEP ONE

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

2224.4 STEP TWO

If a grievance is not resolved in ~~the initial step, then Step Two~~One, ~~Step Three~~Two shall be a ~~discussion between the employee, and the Association Representative and the Department Head who shall answer within fifteen work days. This step shall be taken within fifteen work days of the date of the Immediate Supervisor's answer in Step One.~~

24.5 STEP THREE

~~If a grievance is not resolved in Step Two, Step Three shall be~~ the presentation of the grievance, in writing, by the Association Representative to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager's decision shall be final and binding. Step ~~Three~~Two shall be taken within fifteen work days of the date of the answer in Step ~~Two~~One.

ARTICLE XXIII~~XXV~~ - DISCIPLINARY PROCEDURE & PROCEEDINGS

~~25.1 Basis: The City may discipline any employee in City service. Discipline may include discharge, demotion, suspension, reduction in pay, or oral or written reprimand. Only regular employees shall have the right to hearing and appeal as described in this section.~~

~~25.2 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA's governing regulations.~~

~~25.3 Cause: Causes for discipline of any regular employee may include, but shall not be limited to the following:~~

~~A. Improper or unauthorized use or abuse of sick leave.~~

~~B. Excessive absenteeism that prevents reasonable availability for assigned duties.~~

~~C. Absence without authorized leave; repeated tardiness to assigned work station; leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.~~

- ~~D. Misconduct; willful or negligent violation of the personnel rules, resolutions, and/or other related ordinances including written departmental rules, regulations, and policies.~~
- ~~E. Insubordination;~~
- ~~F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.~~
- ~~G. Conviction of a felony or misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.~~
- ~~H. Fraud or the submission of false information related to employment application, payroll, or any work related record or report.~~
- ~~I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.~~
- ~~J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business including fighting, or using profanity, intimidation, abusive or threatening language.~~
- ~~K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.~~
- ~~L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.~~
- ~~M. Violation or neglect of safety rules or practices.~~
- ~~N. Behavior, either during or outside the duty hours, which is of such a nature that it causes discredit to the City or one of its operating services.~~
- ~~O. Discrimination, including harassment, against other employees or members of the public on the basis of race, color, national origin, religious creed, ancestry, sex, sexual preference, marital status, age or physical handicap.~~
- ~~P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training, in a prompt, competent, and reasonable manner.~~
- ~~Q. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.~~
- ~~R. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.~~

~~S. Possession or use of controlled substances or alcohol on City property and/or at the worksite.~~

~~T. Intoxication, intemperance, or incapacity due to the use of controlled substances or alcohol while on duty.~~

~~U. Failure to obtain or maintain possession of the minimum qualifications for the position.~~

~~V. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.~~

~~W. Unauthorized release or use of confidential information or official records.~~

~~X. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.~~

~~Y. Inability to perform the duties of his/her job.~~

~~Z. Dishonesty.~~

~~AA. Possession of firearms on the job.~~

~~BB. Sleeping on the job.~~

~~CC. Theft.~~

~~DD. Retaliation for actions protected by law.~~

~~EE. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.~~

~~FF. Threats of violence against City employees and/or City property.~~

~~25.4 Persons Authorized to Take Disciplinary Action: Employee discipline may be initiated by the City department head for cause against any employee under his/her supervision. Disciplinary actions in the form of termination or discharge shall be subject to final approval from the City Manager.~~

~~25.5 Notice (except in the case of oral or written reprimand): Notice of Intended Disciplinary~~

~~Action shall be prepared in writing by the department head proposing the discipline and shall be served on the employee in person or by registered or certified mail. Notice shall be served prior to the action becoming effective; however, where circumstances require immediate removal of the employee from the workplace, notice shall be provided within two (2) working days from the date the employee is removed from the workplace. Employees so removed shall be placed on paid leave pending imposition of discipline. A copy of the Notice of Intended Disciplinary Action shall also be filed with the Human Resources Manager. The written Notice of Intended Disciplinary Action shall contain the following information:~~

1. ~~The specific type of disciplinary action;~~
2. ~~The effective date of the action;~~
3. ~~The specific reason(s) or cause(s) for the actions;~~
4. ~~Notice that the employee may inspect copies of all materials upon which the action is based, and~~
5. ~~Notice that the employee has the right to respond orally or in writing within ten (10) days to the department head initiating the disciplinary action. No hearing before the City Manager is available to review oral or written reprimands. An employee who responds orally or in writing to the department head shall be entitled to meet in an informal conference with the department head and shall be given the opportunity to rebut the charges against him/her or to state any mitigating circumstances. In the case of oral or written reprimand, the department head's decision shall be final. In the case of discharge, demotion, suspension, or reduction in pay, the department head or other City designee shall hear and consider the facts presented by the employee and shall thereafter submit a written recommendation to the City Manager to either impose, rescind or modify the proposed disciplinary action. The recommended proposed disciplinary action shall also be served on the employee. The recommendation shall contain:~~
6. ~~The specific type of disciplinary action;~~
7. ~~The specific reason(s) or cause(s) for the actions;~~

~~25.6 Final Notice of Disciplinary Action: Following review of the department head's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken, its effective date, and the employee's appeal rights.~~

1. ~~Disciplinary action shall become effective on the date stated in the Final Notice of Disciplinary Action, unless the date is otherwise extended by the City Manager.~~
2. ~~The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.~~

~~25.7 Appeal of Disciplinary Action: In the event of a demotion, suspension or dismissal, and the affected employee is not satisfied with the decision rendered by the City Manager, the employee may appeal the decision. The employee may appeal disciplinary decisions by filing a written appeal with the Human Resources Manager within fifteen (15) work days following service of the Final Notice of Disciplinary Action. The written appeal shall contain a written reply to the charges against the employee and a written request for an appeal hearing. The employee shall submit a copy of the appeal to the City Manager.~~

~~25.8 If an employee submits an appeal, the City shall refer the case to a neutral hearing officer to hear the appeal and submit an advisory decision to the City Manager. The hearing officer shall adhere to the following standard of review and hearing procedures:~~

1. ~~The appeal hearing shall be informal and strict rules of evidence shall not apply~~
2. ~~The parties will have the right to present and cross-examine witnesses, issue opening and closing statements, and file written closing briefs. Witness testimony shall be under oath or affirmation.~~

~~3. The hearing officer may exclude testimony or evidence which he/she determines irrelevant or unduly repetitious.~~

~~4. Attendance at the appeal hearing shall be limited to those determined by the hearing officer to have a direct connection with the appeal. Witnesses normally would be present at the hearing only while testifying and should be permitted to testify only in the presence of the employee or his/her representatives and the City's representatives.~~

~~5. The appeal hearing will be held on the City's premises.~~

~~6. In conducting the appeal, the hearing officer's authority/jurisdiction shall be limited to reviewing the factual basis supporting the discipline and determining that the factual basis was reached honestly, after a fair, appropriate and procedurally correct investigation and for reasons that were not arbitrary, discriminatory or pretextual. Should the hearing officer, conducting the review specified above, affirm the factual basis for the discipline decision, he/she may not substitute his/her judgment for that of management's as to the level of discipline imposed. Should the hearing officer not affirm the factual basis for the discipline, the normal remedy will be to remand the matter to the decision level where the error occurred for reevaluation and/or correction consistent with the hearing officer's findings. In such a case, the hearing officer will have the authority to retain jurisdiction over the appeal to ensure compliance with the remand decision.~~

~~7. The cost of the hearing officer shall be borne by the City. The parties will share equally the cost of the court reporter and each side will bear their respective costs of representation.~~

~~25.9 Any decision of the City Manager shall be final and binding.~~

~~25.10 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5~~

~~25.11 For employees covered by the requirements of California Government Code section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.~~

Article 23.1 In order to establish employee standards of conduct and work performance that are consistent with the efficient and effective delivery of public services, this section outlines those circumstances under which disciplinary action may be required.

23.2 The following may be causes for disciplinary action including, but not limited to, written reprimand, demotion, suspension, or discharge of any employee. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and there may arise instances of unacceptable behavior not included in this list.

- A. Improper or unauthorized use or abuse of sick leave.
- B. Inability to maintain regular and consistent attendance, which prevents the reasonable availability for assigned duties.
- C. Absence without authorized leave: repeated tardiness to assigned work, leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
- D. Misconduct: willful or negligent violation of any City rule or policy.
- E. Insubordination.

- F. Accetance of gifts or gratuities in connection with or relating to the emulovee's duties.
- G. Conviction of a felony or a misdemeanor involving moral turuitude. A ulea or a verdict of guilty, or a conviction following a ulea of nolo contendere, to a charge of a felony or any offense involving moral turuitude is deemed to be a conviction.
- H. Fraud or the submission of false information related to emulovment application, payroll, or anv work-related record or reuort.
- I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.
- J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business; for example, fighting, using profanity, intimidation, or abusive and threatening language.
- K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.
- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside duty hours, which is of such a nature that it causes discredit to the City or one of its operating practices.
- O. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training in a prompt competent and reasonable manner.
- Q. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- R. Intoxication, incapacity or possession or use of controlled substances or alcohol on City property and/or at the worksite.
- S. Failure to obtain or maintain possession of the minimum qualifications for the position.
- T. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- U. Unauthorized release or use of confidential information or official records.
- V. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- W. Inability to uerform the duties of his/her job.
- X. Dishonesty.
- Y. Possession of firearms on the iob (except for law enforcement personnel).
- Z. Sleeping on the iob.
- AA. Theft.
- BB. Retaliation for actions protected by law.

- CC. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- DD. Threats of violence against City employees and/or City property.
- EE. Violation of the Fair Political Practices Act.

23.3 PERSONS WHO MAY TAKE DISCIPLINARY ACTION. The City Manager or any Department Director or designee may take disciplinary action against an employee.

23.4 CONSIDERATIONS IN THE DETERMINATION OF TYPE OF DISCIPLINARY ACTION. Where appropriate, the City practices a progressive disciplinary process. The considerations used in determining the type of disciplinary action shall be considered on a case-by-case basis. Such considerations shall include, but not be limited to: the employee's work history and performance record; the nature and severity of the infraction; aggravating and mitigating circumstances associated with the offense; and any extenuating factors.

23.5 TYPES OF DISCIPLINARY ACTION. The types of disciplinary action that may be taken shall include but not be limited to oral reprimand, written reprimand, demotion, suspension, reduction in pay and dismissal.

23.6 NOTICE OF DISCIPLINARY ACTION. Those disciplinary actions beyond an oral reprimand shall be in writing and include the following:

- A. The causes/reasons for the disciplinary action, which may include the performance expectations, rules, regulations or policies that have been violated.
- B. The effective date(s) of the disciplinary action.
- C. Any rights of appeal.

23.7 APPEAL OF DISCIPLINARY ACTION. An employee shall have the right to appeal any disciplinary action through the appropriate chain of command. The appeal process shall be composed of the following steps:

- A. An appeal shall be submitted in writing to the person who proposed and enacted the discipline within fifteen (15) business days of the date of notification for disciplinary action.
- B. The person who proposed and enacted the discipline shall respond in writing within fifteen (15) business days of the date of receipt of the employee's appeal.
- C. If resolution is not achieved at that level, the employee may submit an appeal in writing to the Department Director within fifteen (15) business days of the date of the supervisor's response.
- D. The Department Director shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- E. If resolution is not achieved with the Department Director, the employee may submit an appeal in writing to the City Manager within fifteen (15) business days of the date of the Department Director's response.
- F. The City Manager shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.

- G. If resolution is not achieved with the City Manager, the employee may submit a request in writing to the City Clerk for the Personnel Board of Review to hear a review of the case within fifteen (15) business days of the date of the City Manager's response.
- H. A hearing by the Personnel Board of Review shall be scheduled within fifteen (15) business days of the date of receipt of the request by the City Clerk. The hearing by the Board shall be a public hearing, unless the employee desires a closed hearing.
- I. The Personnel Board of Review shall have the ability to rule on the factual basis of the offense and the severity of the punishment
- J. The Personnel Board of Review shall submit a statement of opinion to the employee, City Manager, and the employee's Department Director in writing within fifteen (15) business days of the hearing. The decision of the Board shall be advisory to the City Manager.
- K. Final Notice of Disciplinary Action: Following review of the Personnel Board of Review's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken and the employee's appeal rights. The Final Notice of Disciplinary Action shall be provided to the employee in writing within 15 days of receipt of the Personnel Board of Review's Statement of Opinion. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- L. Failure, by either party to respond in a timely manner would result in judgment for the opposing party.

23.8 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5

23.9 For employees covered by the requirements of California Government Code Section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.

23.10 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA's governing regulations.

ARTICLE XXIV~~XXVI~~ – CITY RIGHTS

24.26.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to, the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment

- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XXVXXVH – EMPLOYEE REPRESENTATION

25%.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Mid-Management Association (LCMMA).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective bargaining preparatory to signing this agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Milias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LCMMA agree and understand that if any section of the MOU conflicts with— any ambiguity will— policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to). ~~the~~The terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (~~i.e. —policy~~i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to recognize LCMMA representatives for the purpose of representing members of the LCMMA on all matters relating to the administration of this MOU, and

upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this **MOU**.

ARTICLE ~~XXVI-XXVIII~~ SEVERABILITY

~~2628~~.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

DRAFT

ATTACHMENT A

Mid-Management Positions

Classification	OCC	Step A	Step B	Step C	Step D	Step E
Accountant	348	4797.90	5037.75	5289.68	5554.18	5831.86
Associate Civil Engineer	66	5813.22	6103.88	6409.07	6729.53	7066.00
Associate Planner	68	4744.09	4981.30	5230.36	5491.88	5766.47
Building Official	87	6885.38	7229.59	7591.09	7970.59	8369.18
City Planner/Planning Manager	459	7041.86	7393.95	7763.64	8151.83	8559.42
Community Center Manager	11	4897.43	5142.30	5399.42	5669.39	5952.85
Compliance Engineer	65	5813.22	6103.88	6409.07	6729.53	7066.00
Construction Project Manager	442	5299.02	5563.97	5842.16	6134.28	6440.99
Deputy Public Works Director - City Engineer	46	9065.32	9518.58	9994.49	10494.24	11012.40
Deputy Public Works Director-Utilities	47	9065.32	9518.58	9994.49	10494.24	11012.40
Electric Operations Superintendent	163	8227.03	8638.38	9070.30	9523.81	10000.00
Electric Utility Rate Analyst	418	6012.43	6313.13	6628.75	6960.15	7308.23
Information Systems Manager	15	6774.18	7112.89	7468.54	7841.96	8234.06
Lab/Environmental Compliance Superintendent	386	6120.87	6426.83	6748.22	7085.64	7439.90
Librarian I	220	4107.43	4312.80	4528.44	4754.86	4992.61
Librarian II	222	4518.18	4744.09	4981.29	5230.36	5491.87
Library Services Manager	227	5409.25	5679.66	5963.69	6261.89	6574.95
Management Analyst	438	4776.43	5015.25	5265.96	5529.36	5805.78
Manager, Customer Service & Programs	142	6744.66	7081.88	7435.99	7807.79	8198.18
Neighborhood Services Manager	158	6887.27	7231.54	7593.17	7972.82	8371.47
Network Administrator	122	5891.81	6186.37	6495.64	6820.41	7161.47
Park Superintendent	285	5911.63	6207.21	6517.57	6843.45	7185.62
Rates and Resource Manager	167	8227.03	8638.38	9070.30	9523.81	10000.00
Recreation Manager	334	4452.16	4674.80	4908.59	5154.01	5411.68
Recreation Superintendent	338	4897.42	5142.30	5399.41	5669.38	5952.85
Senior Civil Engineer	155	6558.36	6886.48	7230.74	7592.48	7971.70
Senior Power Engineer	149	7356.09	7723.79	8109.36	8515.05	8940.86
Senior Programmer/Analyst	134	5355.35	5623.09	5904.20	6199.40	6509.41
Supervising Accountant	342	5647.31	5929.67	6226.16	6537.47	6864.34
Transportation Manager/Sr Traffic Engineer	43	6559.00	6887.15	7231.44	7593.20	7972.46
Water/Wastewater Superintendent	432	6186.64	6495.97	6820.77	7161.81	7519.90

Mid-Management Positions

Salary Schedule effective 1/1/2008

Classification	Step A	Step B	Step C	Step D	Step E
Accountant I	4,361.88	4,579.97	4,808.97	5,049.42	5,301.89
Accountant II	4,797.88	5,037.78	5,289.67	5,554.15	5,831.86
Arts Coordinator	4,452.20	4,674.81	4,908.55	5,153.98	5,411.68
Assistant Streets & Drainage Manager *	5,575.91	5,854.70	6,147.44	6,454.81	6,777.55
Building Official	6,885.34	7,229.61	7,591.09	7,970.64	8,369.17

Community Improvement Manager	6,887.22	7,231.58	7,593.16	7,972.82	8,371.46
Construction Project Manager	5,299.01	5,563.96	5,842.16	6,134.27	6,440.98
D.P. Processing Manager	5,355.60	5,623.38	5,904.55	6,199.78	6,509.77
Electric Systems Supervisor	6,490.80	6,815.34	7,156.10	7,513.91	7,889.61
Electric Utility Rate Analyst	6,012.50	6,313.12	6,628.78	6,960.22	7,308.23
Electric Utility Superintendent	7,928.02	8,324.42	8,740.64	9,177.67	9,636.55
Fleet & Facilities Manager	5,828.81	6,120.25	6,426.27	6,747.58	7,084.96
Information Systems Analyst	5,214.93	5,475.67	5,749.46	6,036.93	6,338.78
Information Systems Coordinator	5,355.33	5,623.09	5,904.25	6,199.46	6,509.43
Information Systems Manager	6,774.18	7,112.89	7,468.53	7,841.96	8,234.06
Literacy Services Coordinator *	3,624.41	3,805.63	3,995.91	4,195.71	4,405.49
Management Analyst I	4,342.85	4,559.99	4,787.99	5,027.39	5,278.76
Management Analyst II	4,776.43	5,015.26	5,266.02	5,529.32	5,805.79
Management Analyst Trainee	3,948.04	4,145.44	4,352.71	4,570.35	4,798.87
Manager, Business Planning & Marketing	7,934.05	8,330.76	8,747.30	9,184.66	9,643.89
Manager, Customer Service & Programs	6,744.66	7,081.90	7,435.99	7,807.79	8,198.18
Manager, Engineering & Operations	8,518.63	8,944.56	9,391.79	9,861.38	10,354.45
Manager, Rates & Resources	7,936.17	8,332.98	8,749.63	9,187.11	9,646.47
Network Administrator	5,891.76	6,186.35	6,495.67	6,820.45	7,161.47
Park Superintendent	5,829.36	6,120.83	6,426.87	6,748.21	7,085.62
Planning Manager	7,041.86	7,393.95	7,763.65	8,151.83	8,559.42
Purchasing Officer	6,166.55	6,474.88	6,798.62	7,138.55	7,495.48
Recreation Supervisor	4,452.20	4,674.81	4,908.55	5,153.98	5,411.68
Senior Civil Engineer	6,558.33	6,886.25	7,230.56	7,592.09	7,971.69
Senior Elect Utility Rate Analyst	6,745.23	7,082.49	7,436.62	7,808.45	8,198.87
Senior Planner	5,778.00	6,066.90	6,370.25	6,688.76	7,023.20
Senior Power Engineer	7,355.66	7,723.45	8,109.62	8,515.10	8,940.86
Senior Programmer/Analyst	5,355.31	5,623.07	5,904.23	6,199.44	6,509.41
Senior Services Coordinator	4,452.21	4,674.82	4,908.56	5,153.99	5,411.69
Senior Traffic Engineer	6,558.96	6,886.91	7,231.26	7,592.82	7,972.46
Special Services Manager	4,452.18	4,674.79	4,908.53	5,153.96	5,411.66
Streets & Drainage Manager *	6,120.83	6,426.87	6,748.21	7,085.62	7,439.90
Supervising Accountant	5,277.86	5,541.75	5,818.84	6,109.78	6,415.27
Supervising Librarian	5,409.23	5,679.69	5,963.68	6,261.86	6,574.95
Transportation Manager	5,829.36	6,120.83	6,426.87	6,748.21	7,085.62
Utility Operations Supervisor	7,745.25	8,132.52	8,539.14	8,966.10	9,414.41
Wastewater Treatment Superintendent	6,617.49	6,948.36	7,295.78	7,660.57	8,043.60
Water Services Manager	7,479.85	7,853.84	8,246.53	8,658.86	9,091.81
Water/Wastewater Superintendent	6,617.49	6,948.36	7,295.78	7,660.57	8,043.60

*Additional compensation as per section 1.2

CITY OF LODI
a Municipal corporation

LODI CITY MID-MANAGEMENT ASSN

KONRADT BARTLAM
City Manager

Date: _____

KEVIN BELL
President

Date: _____

DEAN GUALCO
HR Manager

Date: _____

JOSEPH WOOD
Vice-President

Date: _____

KATHRYN GARCIA
Secretary/Treasurer

Date: _____

Attest:

RANDI JOHL
City Clerk

APPROVED **AS** TO FORM:

D. STEPHEN SCHWAHAUER
City Attorney

RESOLUTION NO. 2012-07

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE MEMORANDUM OF
UNDERSTANDING WITH THE LODI CITY
MID-MANAGEMENT ASSOCIATION

=====

WHEREAS, representatives from the City of Lodi and Lodi City Mid-Management Association have bargained in good faith for the purpose of amending certain articles of the Memorandum of Understanding (MOU).

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby approve the attached MOU (Exhibit A) between the City of Lodi and the Lodi City Mid-Management Association.

Date: February 1, 2012

=====

I hereby certify that Resolution No. 2012-07 was passed and adopted by the Lodi City Council in a regular meeting held February 1, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – Johnson

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF LODI

AND

LODI CITY MID-MANAGEMENT ASSOCIATION

JANUARY 1, 2012 – DECEMBER 31, 2013

MID-MANAGEMENT

ACCOUNTANT
ASSOCIATE CIVIL ENGINEER
ASSOCIATE PLANNER
BUILDING OFFICIAL
CITY PLANNER/PLANNING MANAGER
COMMUNITY CENTER MANAGER
COMPLIANCE ENGINEER
CONSTRUCTION PROJECT MANAGER
DEPUTY PUBLIC WORKS DIRECTOR – CITY ENGINEER
DEPUTY PUBLIC WORKS DIRECTOR – UTILITIES
ELECTRIC OPERATIONS SUPERINTENDENT
ELECTRIC UTILITY RATE ANALYST
INFORMATION SYSTEMS MANAGER
LAB/ENVIRONMENTAL COMPLIANCE SUPERINTENDENT
LIBRARIAN I/II
LIBRARY SERVICES MANAGER
MANAGEMENT ANALYST
MANAGER, CUSTOMER SERVICE & PROGRAMS
NEIGHBORHOOD SERVICES MANAGER
NETWORK ADMINISTRATOR
PARK SUPERINTENDENT
RATES & RESOURCES MANAGER
RECREATION MANAGER
RECREATION SUPERINTENDENT
SENIOR CIVIL ENGINEER
SR. POWER ENGINEER
SR. PROGRAMMER/ ANALYST
SUPERVISING ACCOUNTANT
TRANSPORTATION MANAGER/ SR. TRAFFIC ENGINEER
WATER/WASTEWATER SUPERINTENDENT

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Attachment **A** – Salary Schedule (with proposed increases)

ARTICLE I - SALARY AND TERM

- 1.1 Effective the first pay period after MOIJ approval, any classification(s) shall have their regular salary increased by the amount of any education/certification incentive that they currently receive as separate compensation. The corresponding incentive shall be eliminated. Job specifications shall be updated to reflect the requirement to possess same.
- 1.2 Bargaining unit members agree to accept the following furlough day schedule during the term of this MOIJ:

January 1, 2012 – June 30, 2013 – 18 floating furlough days (1 per month)

Furlough days will be floating within the month scheduled, but will normally follow the scheduled City Furlough Schedule unless there is a scheduled conflict.

- 1.3 Employees designated by the Department Head and approved by the City Manager who have passed a bilingual proficiency examination administered by the City shall receive a monthly bilingual supplement of \$150.00. The City Manager has the discretion in determining eligible languages.
- 1.4 The City and the LCMMA entered into a Side Letter that continued in effect past the effective date of the immediately previous MOIJ to include June 30, 2012. The concessions in that Side Letter are eliminated and replaced by this MOIJ effective January 1, 2012.
- 1.5 The terms and conditions of this MOU shall continue in effect until such time as they are superseded by a signed agreement/MOU between the City of Lodi and the LCMMA but not beyond March 31, 2014.

Negotiations will commence no later than October 31, 2013

ARTICLE II - UNIFORM ALLOWANCE/OPERATOR D-5 INCENTIVE

- 2.1 The City agrees to provide the LPD Management Analyst with a uniform allowance of \$825.00 per year. The uniform allowance shall be paid quarterly in conjunction with regular pay checks in the months of March, June, September, and December and shall be for the previous three months. The City agrees to repair or replace uniforms damaged or destroyed on duty unless gross negligence can be shown on the part of the employee. Receipts shall be required prior to reimbursement. This allowance is limited to employees hired prior to the execution of this MOU.
- 2.2 The City agrees to provide the Water/Wastewater Superintendent of \$40.00 per month in recognition of his possession of Water Distribution Operator, Grade D-5 certificate. This incentive is limited to employees hired prior to the execution of this MOIJ.

ARTICLE III - DEFERRED COMPENSATION

- 3.1 Employees may participate in the City's Deferred Compensation Plan
- 3.2 City matches up to a maximum of 3.0% of base salary beginning in the pay period that July 1, 2012 falls.

ARTICLE IV - FLEXIBLE SPENDING ACCOUNT

- 4.1 Employees shall have the option of participating in the Flexible Spending Account (Section 125 Plan). Employees may elect to participate in;
 - a) Premium Conversion
 - b) Non-reimbursed Health Care
 - c) Dependent Care Reimbursement
- 4.2 Elections for the calendar year will be made each December, or if a change in family status occurs. Money not used by the end of each calendar year will be forfeited by the employee.

ARTICLE V - CHIROPRACTIC

- 5.1 Chiropractic services may be received by employees and dependents through a chiropractic insurance plan.

ARTICLE VI – OVERTIME

- 6.1 Due to the fact that the classifications in this bargaining unit are deemed exempt from the overtime requirements of the Fair Labor Standards Act (FLSA), the following special provisions for the payment of overtime will apply. Employees shall be compensated for overtime at the time and one-half rate for time worked due to emergencies. Emergencies shall be determined by the appropriate department head and include but are not limited to such events as:
 - Major storm damage requiring the dispatching of additional crews;
 - The necessity to cover scheduled shifts;
 - Direct supervision of crews assigned to work during normal days off to accommodate the public;
 - Break down of equipment and/or systems requiring the presence of the mid-manager in order to restore service.
- 5.2 Overtime pay shall not be paid for the following:
 - Staff meetings

- Special projects
 - Conferences and seminars - except as noted below
 - Appearances before City Council and commissions,
 - Public information presentations,
 - Activities involved with the completion of normal activities or programs such as budgets, inventory, annual financial closings, labor negotiations, and recreation programs.
- 6.3 All overtime must be approved by the department head. Any deviations from these guidelines must be approved in advance by the department head and the City Manager.
- 6.4 Upon promotion into a Mid-Management position all previously accrued compensatory time must be paid or used prior to the promotion.

ARTICLE VII - RETIREMENT

- 7.1 The City of Lodi provides retirement benefits through the Public Employees Retirement System. Employees shall receive the following retirement benefits:

Miscellaneous 2% @ 55 plan

- 1957 Survivors Benefit
- 1959 (Plus 25%) Survivors Benefit
- Ordinary disability vested at 30% at 5 years increasing 1% per year to maximum of 50%
- 50% survivor's continuation
- Credit for Unused Sick Leave
- Military Service Credit as Public Service

Employees shall pay the employee portion of Retirement Benefits as follows:

January 1, 2012 through June 30, 2013 – 3.3 %

July 1, 2013 and thereafter – 7.0 %

- 7.2 During the term of this agreement, the LCMMA agrees to reopen for negotiations the proposed CalPERS plan amendments (2% @ 60 for new hires) upon reaching agreement for the new CalPERS plan with all miscellaneous units.

ARTICLE VIII - VACATION LEAVE

- 8.1 Employees hired prior to July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire: 3.08 hours per pay period

6th year 4.62 hours per pay period

12th year 5.23 hours per pay period

15th year 6.16 hours per pay period

21st year 6.47 hours per pay period

22nd year 6.78 hours per pay period
23rd year 7.09 hours per pay period
24th year 7.40 hours per pay period
25th year 7.71 hours per pay period

- 8.2 Employees hired after July 1, 1994 shall receive the following vacation benefits:

Beginning with:

Date of Hire: 3.08 hours per pay period
6th year 4.62 hours per pay period
12th year 5.23 hours per pay period
15th year/above 6.16 hours per pay period

- 8.3 Employees promoting into a Mid-Management position will follow the vacation schedule referenced in articles 8.1, or 8.2 depending on their initial employment with the City of Lodi.
- 8.4 Vacation leave shall be used in increments of not less than quarter hours. Vacation may not be carried over to the subsequent year in excess of the amount earned in two calendar years unless authorized by the City Manager.

ARTICLE IX - ADMINISTRATIVE LEAVE

- 9.1 Employees will be given eighty (80) hours of administrative leave per calendar year. Balances must be used prior to December 30 or they will be lost.
- 9.2 New employees or employees becoming eligible due to a promotion receive administrative leave on a prorated basis, with six point six seven (6.67) hours granted for each full calendar month remaining in the calendar year with a maximum of 80 hours.
- 9.3 Employees separating mid-year will receive a cash payout for unused Administrative Leave on a prorated basis in accordance with 9.2.
- 9.4 Employees are eligible to cash out up to forty (40) hours of their current Administrative Leave balance in any calendar year except in the months of May and June. A request to cash out Administrative Leave must be in writing and submitted to the Finance Division.

ARTICLE X – HOLIDAYS

- 10.1 All employees shall receive 36 floating hours and the following nine and one half fixed holidays:
- New Year's Day January 1
 - Martin Luther King Jr. Day 3rd Monday in January
 - President's Day 3rd Monday in February
 - Memorial Day Last Monday in May
 - Independence Day July 4

- Labor Day 1st Monday in September
 - Thanksgiving Day 4th Thursday in November
 - Day after Thanksgiving Day Friday after Thanksgiving Day
 - Christmas Eve (half working day) December 24
 - Christmas Day December 25
- 10.2 Fixed holidays occurring on Saturdays shall be observed on the preceding Fridays; Sunday holidays will be observed on the following Mondays, with the exception that if the following Monday were a holiday, the Sunday holiday would be taken on the preceding Friday.
- 10.3 Electric Utility Mid-Management employees shall receive 45 floating hours and the following eight and one-half fixed holidays:
- New Year's Day January 1
 - Martin Luther King Jr. Day 3rd Monday in January
 - Memorial Day Last Monday in May
 - Independence Day July 4
 - Labor Day 1st Monday in September
 - Thanksgiving Day 4th Thursday in November
 - Day after Thanksgiving Day Friday after Thanksgiving Day
 - Christmas Eve (half working day) December 24
 - Christmas Day December 25
- 10.4 Holiday hours may not be carried into the following calendar year.
- 10.5 If hired or separated mid-year, employee shall be credited or debited with floating hours per the following schedule:

Four Floating Holidays:

<u>Month Hired or Separated</u>	<u>Hours Added</u>	<u>Hours Subtracted</u>
Jan Feb March	36	21
April May June	21	18
July Aug Sept	18	9
Oct Nov Dec	9	0

ARTICLE XI - SICK LEAVE

- 11.1 Sick Leave is earned at the rate of 3.70 hours per pay period with no limit on the amount that can be accumulated. Sick leave shall be taken in increments of not less than quarter hours.

ARTICLE XII - SICK LEAVE CONVERSION

- 12.1 Employees hired prior to July 1, 1994, after 10 years with the City and only upon retirement, may convert their accumulated sick leave time to medical insurance premiums or cash under the following options:

OPTION #1 - "Bank"

The number of accumulated hours shall be reduced by 16-2/3% and the remaining balance converted into days. The days are then multiplied by the current monthly premium being paid for the employee and, if applicable, his/her dependents. Fifty percent of that dollar amount will be placed into a "bank" to be used for medical insurance premiums for the employee, and if applicable, his/her dependents. For each year of employment over 10 years, 2.5% will be added to the 50% used in determining "bank" amount. Total premiums shall be paid from the Bank until its depletion, at which time the conversion benefit stops.

Employees may also use their bank's money to purchase Dental, Vision, and/or Chiropractic Insurance at the current premiums until their bank is depleted.

OPTION #2 - "Conversion"

The number of accumulated hours shall be multiplied by 50% and converted to days. The City shall pay one month's premium for employee and dependents for each day after conversion. For each year of employment in excess of 10 years, 2.5% shall be added to the 50% before conversion. The amount of premium paid shall be the same as the premium paid by the City at the time of retirement. Any differences created by an increase in premiums must be paid for by the employee.

OPTION #3 - "Cash-Out"

A retiring employee will be able to choose a cash pay-off of accumulated sick leave at the rate of 30% of base pay per hour.

OPTION #4 - "Service Credit"

A retiring employee will be able to convert unused sick leave to service credit for Cal PERS retirement purposes.

- 12.2 Employees hired after July 1, 1994 will not have the option of converting unused sick leave time into medical insurance premiums or cash as referenced in OPTION 1-3. The only option available to these employees is OPTION #4 "PERS SERVICE CREDIT".
- 12.3 In the event an active employee dies before retirement and that employee is vested in the Sick Leave Conversion program (10 years) the surviving dependents have an interest in one-half (1/2) the value of the bank as calculated in Section 12.1.
- 12.4 The City shall allow a surviving dependent of a retiree enrolled in the Sick Leave Conversion program to purchase medical insurance at the employee's only premium for the same period as if the retiree had not died.

- 12.5 A retiree or surviving dependent, upon expiration of City-paid coverage, if any, has the option of purchasing at the prevailing rate additional medical insurance for an unlimited amount of time.
- 12.6 Out of area retirees may receive reimbursement for medical insurance premiums up to the City's liability as specified in Section 12.1; Option #2.
- 12.7 Only one City of Lodi employee may carry dependent coverage for another City employee, therefore, upon retirement the employee may re-enroll as an individual into the health plan in order to take advantage of the Sick Leave Conversion program.
- 12.8 A retiree or surviving dependent may purchase dental, vision, and/or Chiropractic insurance at the City group rate through the Sick Leave Conversion Bank option.

ARTICLE XIII – MEDICAL INSURANCE

- 13.1 All employees are offered medical insurance for themselves and dependents through Cal PERS-Medical Plans. City shall pay 100% premium for the employee's family category (Family, Employee+1, Single) for the lowest cost PERS HMO available in Lodi's geographical area (excluding Porac) as of January 1 2012. The City will waive the current employee medical contribution effective the first pay period that begins two weeks after this agreement is approved by Council. If Employee selects a higher cost plan, Employee will pay the difference as a payroll deduction. If an employee elects not to be covered by medical insurance through the City of Lodi, an additional \$692.81 per month for family or \$532.92 for employee + 1 dependent will be added to either the employee's deferred compensation account or cash. A single employee who can show proof of group insurance will be eligible for this provision at one half (1/2) the current amount (\$305.22). In order to qualify for this provision, proof of group insurance must be provided to the City.

Employees will pay one hundred percent (100%) of the change in medical costs beginning January 2013. The baseline will be the January 2012 lowest cost PERS HMO for the employee's family category (Family, \$1587.14; Employee+1, \$1220.88; Single, \$610.44).

- 13.2 Only one City of Lodi employee may carry dependent coverage for another City employee. Co-payments incurred due to the loss of dual coverage will be reimbursed by the City of Lodi on a quarterly basis.
- 13.3 The City intends to propose a Cafeteria-based benefit program in 2012 with an effective date of January 1, 2013. This program would incorporate, but not be limited to: medical, vision, dental, chiropractic, and life insurance. The above listed terms of this agreement will be reopened for negotiation upon the City's presentation of a Cafeteria plan.

ARTICLE XIV - DENTAL INSURANCE

- 14.1 Employees are provided fully paid family dental insurance

- 14.2 Maximum benefits are \$1,000 for each family member enrolled into the dental plan, per calendar year. There is a \$25 deductible plus co-insurance features.

ARTICLE XV - VISION INSURANCE

- 15.1 Employees are provided with family vision care insurance through *Vision Service Plan*. Services and amount of coverage are outlined in the VSP Summary of Benefits.

ARTICLE XVI - LIFE INSURANCE

- 16.1 Employees are provided with a life insurance program providing for 2 times the annual salary to a maximum of \$250,000. The amount of insurance to reduce to 65% after the 70th birthday but before the 75th birthday. The amount of life insurance after the 75th birthday is reduced to 50%. In addition, a spouse will be covered for \$1,500. Dependent children between the ages of birth through the 20th birthday will be covered for \$1,500.

ARTICLE XVII - LONG-TERM DISABILITY INSURANCE

- 17.1 City will provide Employee referral to a long term disability plan provider. Any insurance coverage purchased shall be at employee's expense.

ARTICLE XVIII - LEAVES AND LEAVES OF ABSENCE

- 18.1 A leave of absence may be granted for a specified period of time (not to exceed one year) with or without pay, for an employee to be absent from duty for a specified purpose. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request and the duration of such leave.

The granting of a leave of absence provides the employee the right to return to the same position or a position similar to the one vacated.

Requests for leave of absences for medical reasons must be accompanied by the appropriate health care practitioner's documentation.

A leave of absence shall not constitute a break in service for purposes of the City of Lodi's service award, nor shall it impair an employee's status as a regular full-time employee. An employee returning to employment after a leave of absence shall retain the same status and shall be placed at the same salary step in the pay range in effect for the class as the employee received when the leave of absence commenced.

Employees shall not be entitled to a leave of absence as a matter of right (except as provided by Federal or State law), *but* only upon the determination of the City that it is in the best interest of public service and that there is a presumption that the employee intends to return to work upon the expiration of the leave of absence. Failure on the part of the employee on leave to report promptly at its expiration, or at a reasonable time after notice to return to duty, shall be considered abandonment of position.

The approval of a leave of absence is subject, but not limited to a number of considerations such as length of employment, performance record, reasons for the leave of absence, the effect of the absence on the department, and duration of the leave of absence.

P.E.R.S. contributions will continue to be made as long as an employee continues to receive compensation from his/her accumulated leave balances. The amount of the contributions will vary according to the amount of compensation being received from the accumulated leave balances.

While an employee is on a leave of absence, he/she may receive compensation from his/her accumulated leave balances in accordance with applicable City policies. The amount of compensation received from these balances determines the employee's pay status.

- 18.2 An employee is on pay status when they are receiving compensation from his/her accumulated leave balances. To be eligible for City benefits, a regular, full-time employee must be on pay status at the rate equivalent to hours worked in at least one half of a pay period. The only exception to this condition pertains to the receipt of compensation from accumulated leave balances while receiving Workers' Compensation payments. Such employee must use all his/her accumulated leave balances until exhausted.
- 18.3 A leave of absence with pay is when an employee is considered to be in a pay status. An employee in a pay status will continue to receive all benefits including leave accruals.
- 18.4 A leave of absence without pay is determined as such when an employee is no longer in a pay status or has exhausted all accumulated leave balances (according to applicable City policies).

A leave of absence without pay shall constitute a break in service for the purposes of determining benefit eligibility, performance evaluation and subsequent merit increase eligibility time frames if the employee is not on pay status at the rate equivalent to hours worked in at least one half of a pay period. The length of such leave to the nearest pay period shall be deducted from service credit.

Failure of an employee to return to his/her employment upon the termination of any leave of absence may result in the employee being required to reimburse the City for health insurance premiums paid by the City during the leave. For reasons other than disability, employees and their dependents may continue their health/medical insurance by paying the premiums for such time as the employee is in a leave without pay status.

All employees granted a leave of absence without pay may have his/her personnel action date extended by the amount of the leave of absence, if such absence is greater than one pay period

- 18.5 All leaves of absence shall be requested in writing by the employee and shall require written approval by the Department Head. In addition to Department Head approval, leaves of absence without pay shall be approved by the City Manager. All requests shall be routed through the Human Resources Division and must include the following information:
- (1) Employee identification information such as employee number, class title, etc.;
 - (2) Dates of commencement and expiration; and
 - (3) Reason for absence.
- 18.6 A Personnel Action Form shall be submitted by the respective department to the Human Resources Division for all leaves of absence without pay with a duration greater than one full pay period. The form should be submitted prior to the commencement of such leave and immediately upon or prior to the employee's return to work.
- 18.7 All employees must have timesheets/cards submitted to payroll during leaves of absence indicating the type and amount of accumulated leave balance(s) to be charged. An employee on a leave of absence without pay should submit his/her timesheet/card indicating such status.

ARTICLE XIX – TUITION REIMBURSEMENT

- 19.1 Participation is limited to full-time regular employees of the City of Lodi
- 19.2 City shall reimburse employees the cost of tuition and books (including software) upon the satisfactory completion of job related coursework.

Employees must maintain continuous service from the date a course begins to the *date* of its completion.

Employees shall not be eligible for reimbursement when a course is paid for by another source.

- 1) Employees shall receive up to a maximum of \$3,000 per fiscal year (including books and software), to be paid upon the satisfactory completion of course work.

A fiscal year is *the* period between July 1 and June 30; the final date of class shall determine the fiscal year in which that course falls. You cannot request reimbursement for a course in a fiscal year that the course did not end. For example: if you complete a class in June, but not request reimbursement until August, funds for your reimbursement would be derived from the previous fiscal year.

Course work must be part of a program of study towards obtaining an Associate of Arts, Bachelor's, or any higher degree. The college or university must be accredited from one of the eight regional accredited associations listed below:

- Middle States Association of Colleges and Schools Middle States Commission on Higher Education
- New England Association of Schools and Colleges Commission on Institutions of Higher Education
- New England Association of Schools and Colleges Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools The Higher Learning Commission
- Northwest Commission on Colleges and Universities
- Southern Association of Colleges and Schools Commission on Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Community and Junior Colleges
- Western Association of Schools and Colleges, Accrediting Commission for Senior Colleges and Universities

19.3 Courses should pertain to an employee's career field, thus enhancing his/her career advancement opportunities and job skills. Courses related to an employee's job duties and responsibilities must exceed the educational level required to qualify for the employee's current classification.

19.4 Prior to enrollment in a course, the employee shall submit an application for participation in this program to his/her Department Head.

The Department Head shall review the application and determine eligibility according to the Tuition Reimbursement policy and the appropriate memorandum of understanding. If the application is denied, a letter shall be sent by the Department Head to the employee explaining why it has been disapproved. If the application is approved, the Department Head shall sign the application and return it to the employee, who shall be responsible to retain it until the course is completed.

Upon completion of the course of instruction, the employee shall submit to the Department Head evidence of satisfactory completion (grade of "C" or equivalent or better). For ungraded courses, a statement from the school or the instructor must indicate successful completion of the course. This shall be accomplished within 60 calendar days of the completion of the course. In the event that such cannot be furnished within this time period, the employee shall provide a written statement explaining the reason for the delay.

The Department Head shall then authorize payment of the appropriate reimbursement

The completed application, receipts, and evidence of grade shall be forwarded to Human Resources for approval. Once approved by Human Resources the packet will be

forwarded to the Finance Division and a reimbursement check shall be issued to the employee.

- 19.5 Participation in courses must not be during regular work hours and must not result in reducing either the normal work week of the employee or the quality and quantity of his/her services to the City; except that the City may grant time off for attendance at courses during working hours if the course is given at no other times and if such time off does not disturb normal City operations. The best interests of the City shall at all times be the determining factor in the consideration of such time off.

Employees must complete courses within the regulation period of time allowed for them by the school or professional organization.

Participation in this program is to be considered a privilege rather than a right of the employee.

The City reserves the right to disapprove reimbursement for courses if the course requested is available at a substantially lower cost at a local school or college.

ARTICLE XX – PROBATION

- 20.1 Employees have a probationary period of one year. During probation, new hires have the same rights and privileges as regular employees, except that:

- City and employee may mutually agree to an extension of the probationary period up to six additional months.
- Termination cannot be grieved.

New hires and promotional appointments shall be eligible for a merit increase at the completion of probation.

ARTICLE XXI – PERSONAL LIABILITY

- 21.1 Employees shall be indemnified and held harmless by the City against all costs, legal expenses, and liability arising out of decisions made in their capacity for the City of Lodi and/or from any cause of action for property damage, or damages for personal injury, including death, sustained by person(s) as a result of a decision made in their capacity, except that:

- A. The City is not required to but may provide for the defense of an action or proceeding brought against an employee or former employee if the City determines that:
1. The act or omissions was not within the scope of their employment; or
 2. They acted or failed to act because of actual fraud, corruption, or actual malice; or

3. The defense of the action or proceeding by the City would create a conflict of interest between the City and the employee or former employee.
- B. The City is not required to but may pay any claim of judgment for punitive or exemplary damages under the following circumstances:
 1. The judgment is based on an act or omission of an employee or former employee acting within the course and scope of their employment as an employee of the City.
 2. At the time of the act giving rise to the liability, the employee or former employee acted, *or failed to act*, in good faith, without actual malice and in the apparent best interests of the City.
 3. Payment of the claim of judgment would be in the best interests of the City.

ARTICLE XXII - GRIEVANCE PROCEDURE

22.1 Disputes involving the following subjects shall be determined by the Grievance

Procedures established herein:

- A. Interpretation or application of any of the terms of this agreement, including Exhibits thereto, Letter of Agreement, and formal interpretations and clarifications executed by the Association and City.
13. Disputes as to whether a matter is proper subject for the Grievance Procedure.
- C. Disputes which may be of a “class action” nature filed on behalf of the Association or the City.

22.2 Class action Grievances shall be submitted in writing from the LCMMA’s President to the City Manager or vice versa.

22.3 STEP ONE

Discussion between the employee, the Association Representative and the Department Head, who will answer within fifteen work days. This step shall be taken within thirty days of the date of the action complained of, or the date the grievant became aware of the incident which is the basis of the grievance.

22.4 STEP TWO

If a grievance is not resolved in Step One, Step Two shall be the presentation of the grievance, in writing, by the Association Representative to the City Manager, who shall answer, in writing, within fifteen work days of receipt of the grievance. The City Manager’s decision shall be final and binding. Step Two shall be taken within fifteen work days of the date of the answer in Step One.

ARTICLE XXIII - DISCIPLINARY PROCEDURE & PROCEEDINGS

23.1 In order to establish employee standards of conduct and work performance that are consistent with the efficient and effective delivery of public services, this section outlines those circumstances under which disciplinary action may be required.

23.2 The following may be causes for disciplinary action including, but not limited to, written reprimand, demotion, suspension, or discharge of any employee. The purpose of specifying these causes is to alert employees to the more common types of disciplinary issues. However, this list is not all inclusive and there may arise instances of unacceptable behavior not included in this list.

- A. Improper or unauthorized use or abuse of sick leave.
- 13. Inability to maintain regular and consistent attendance, which prevents the reasonable availability for assigned duties.
- C. Absence without authorized leave; repeated tardiness to assigned work, leaving assigned work without authorization; failure to report to work after a leave of absence has expired, or after a leave has been disapproved or revoked.
- D. Misconduct; willful or negligent violation of any City rule or policy.
- E. Insubordination.
- F. Acceptance of gifts or gratuities in connection with or relating to the employee's duties.
- G. Conviction of a felony or a misdemeanor involving moral turpitude. A plea or a verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction.
- H. Fraud or the submission of false information related to employment application, payroll, or any work-related record or report.
- I. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract with the City; or participating in any outside employment that adversely affects the employee's City work performance; or conducting personal business on City time.
- J. Discourteous treatment of the public or City employees or disorderly conduct on City property or on City business; for example, fighting, using profanity, intimidation, or abusive and threatening language.
- K. Conduct that interferes with the reasonable management, operation and discipline of the City or any of its departments or divisions or failure to cooperate with superiors or fellow employees.
- L. Engaging in political activities while on duty, in uniform or using the authority associated with City employment.
- M. Violation or neglect of safety rules or practices.
- N. Behavior, either during or outside duty hours, which is of such a nature that it causes discredit to the City or one of its operating practices.
- O. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- P. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform or complete assigned tasks or training in a prompt competent and reasonable manner.

- Q. Refusal to accept and carry out reasonable and proper assignment from an authorized supervisor.
- R. Intoxication, incapacity or possession or use of controlled substances or alcohol on City property and/or at the worksite.
- S. Failure to obtain or maintain possession of the minimum qualifications for the position.
- T. Careless, negligent, or improper use of City property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- U. Unauthorized release or use of confidential information or official records.
- V. Participation in an illegal strike, work stoppage, slowdown, or other job action against the City.
- W. Inability to perform the duties of his/her job.
- X. Dishonesty.
- Y. Possession of firearms on the job (except for law enforcement personnel).
- Z. Sleeping on the job.
- AA. Theft.
- BB. Retaliation for actions protected by law.
- CC. Failure to report loss of or damage caused to City equipment and/or facilities for which the employee was responsible.
- DD. Threats of violence against City employees and/or City property.
- EE. Violation of the Fair Political Practices Act.

23.3 PERSONS WHO MAY TAKE DISCIPLINARY ACTION. The City Manager or any Department Director or designee may take disciplinary action against an employee.

23.4 CONSIDERATIONS IN THE DETERMINATION OF TYPE OF DISCIPLINARY ACTION. Where appropriate, the City practices a progressive disciplinary process. The considerations used in determining the type of disciplinary action shall be considered on a case-by-case basis. Such considerations shall include, but not be limited to: the employee's work history and performance record; the nature and severity of the infraction; aggravating and mitigating circumstances associated with the offense; and any extenuating factors.

23.5 TYPES OF DISCIPLINARY ACTION. The types of disciplinary action that may be taken shall include but not be limited to oral reprimand, written reprimand, demotion, suspension, reduction in pay and dismissal.

23.6 NOTICE OF DISCIPLINARY ACTION. Those disciplinary actions beyond an oral reprimand shall be in writing and include the following:

- A. The causes/reasons for the disciplinary action, which may include the performance expectations, rules, regulations or policies that have been violated.
- B. The effective date(s) of the disciplinary action.
- C. Any rights of appeal.

23.7 APPEAL OF DISCIPLINARY ACTION. An employee shall have the right to appeal any disciplinary action through the appropriate chain of command. The appeal process shall be composed of the following steps:

- A. An appeal shall be submitted in writing to the person who proposed and enacted the discipline within fifteen (15) business days of the date of notification for disciplinary action.
- B. The person who proposed and enacted the discipline shall respond in writing within fifteen (15) business days of the date of receipt of the employee's appeal.
- C. If resolution is not achieved at that level, the employee may submit an appeal in writing to the Department Director within fifteen (15) business days of the date of the supervisor's response.
- D. The Department Director shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- E. If resolution is not achieved with the Department Director, the employee may submit an appeal in writing to the City Manager within fifteen (15) business days of the date of the Department Director's response.
- F. The City Manager shall respond in writing within fifteen (15) business days of the date of receipt of the appeal.
- G. If resolution is not achieved with the City Manager, the employee may submit a request in writing to the City Clerk for the Personnel Board of Review to hear a review of the case within fifteen (15) business days of the date of the City Manager's response.
- H. A hearing by the Personnel Board of Review shall be scheduled within fifteen (15) business days of the date of receipt of the request by the City Clerk. The hearing by the Board shall be a public hearing, unless the employee desires a closed hearing.
- I. The Personnel Board of Review shall have the ability to rule on the factual basis of the offense and the severity of the punishment.
- J. The Personnel Board of Review shall submit a statement of opinion to the employee, City Manager, and the employee's Department Director in writing within fifteen (15) business days of the hearing. The decision of the Board shall be advisory to the City Manager.
- K. Final Notice of Disciplinary Action: Following review of the Personnel Board of Review's recommendation and the determination by the City Manager, the City Manager shall prepare a Final Notice of Disciplinary Action, advising the employee of the action to be taken and the employee's appeal rights. The Final Notice of Disciplinary Action shall be provided to the employee in writing within 15 days of receipt of the Personnel Board of Review's Statement of Opinion. The City Manager shall file a copy of the Final Notice of Disciplinary Action with the Human Resources Manager. The Final Notice of Disciplinary Action shall be delivered personally to the employee or shall be sent by registered or certified mail.
- L. Failure, by either party to respond in a timely manner would result in judgment for the opposing party.

23.8 Judicial review of any decision rendered under this section shall be governed by Code of Civil Procedure section 1094.5

- 23.9 For employees covered by the requirements of California Government Code Section 3300 et. seq., the appeal procedures in this section shall be deemed to comply with and fully satisfy the right to an administrative appeal under Government Code section 3304.
- 23.10 FLSA Exempt Employees: With respect to employees in classification deemed exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”) disciplinary suspensions pursuant to this policy shall be administered in accordance with the salary basis test under the FLSA’s governing regulations.

ARTICLE XXIV – CITY RIGHTS

- 24.1 It is further understood and agreed between the parties that nothing contained in this MOU shall be construed to waive or reduce any rights of the City, which include but are not limited to, the exclusive rights to:

- Determine the mission of its constituent departments, commissions, and boards
- Set standards of service
- Determine the procedures and standards of selection for employment
- Direct its employees
- Maintain the efficiency of governmental operations
- Determine the methods, means, and personnel by which government operations are conducted
- Take all necessary actions to carry out its mission in emergencies
- Exercise complete control and discretion and the technology of performing its work.

City Rights also include the right to determine the procedures and standards of selection for promotion, to relieve employees from duty because of lack of work or other legitimate reasons, to make and enforce standards of conduct and discipline, and to determine the content of job classifications; provides, however, that nothing herein may be read to extend the term of the MOU nor to supplement negotiations as a means for arriving at terms for a successor MOU.

ARTICLE XXV – EMPLOYEE REPRESENTATION

- 25.1 This Memorandum of Understanding (MOU) is entered into between representatives of the City of Lodi (City) and representatives of the Lodi Mid-Management Association (LCMMA).

The parties hereto acknowledge and agree that this MOU constitutes the result of meeting and conferring in good faith as contemplated by Section 3500 et seq., of the Government Code of the State of California, and further acknowledge and agree that all matters upon which the parties reached agreement are set forth herein.

Both parties each certify without reservation that an adequate opportunity has been afforded its bargaining representatives to propose and vigorously advocate all negotiable subject matter during the course of collective bargaining preparatory to signing this

agreement. The City will meet and confer before changing a policy or rule that is subject to meet and confer under the Meyers-Milias-Brown Act (MMBA).

The terms and conditions of this MOU shall continue in effect during the term of this MOU.

The City and the LCMMA agree and understand that if any section of the MOU conflicts with any ambiguity will policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to). The terms and conditions of employment stated in other authorities, such as personnel rules, administrative policy and procedure, city resolutions, or city ordinances, etc. be resolved in favor of the MOU language. If the MOU is silent on any issue, the applicable document (i.e. policy manual or rules for personnel administration) is controlling. State and Federal laws will be adhered to.

The City agrees to recognize LCMMA representatives for the purpose of representing members of the LCMMA on all matters relating to the administration of this MOU, and upon the request of an employee, on adverse actions and other matters which may be or are on appeal in accordance with the discipline article of this MOU.

ARTICLE XXVI – SEVERABILITY

- 26.1 In the event that any provision of this MOU is found by a court of competent jurisdiction to be invalid, all other provisions shall be severable and shall continue in full force and effect.

ATTACHMENT A

Mid-Management Positions

Classification	OCC	Step A	Step B	Step C	Step D	Step E
Accountant	348	4797.90	5037.75	5289.68	5554.18	5831.86
Associate Civil Engineer	66	5813.22	6103.88	6409.07	6729.53	7066.00
Associate Planner	68	4744.09	4981.30	5230.36	5491.88	5766.47
Building Official	87	6885.38	7229.59	7591.09	7970.59	8369.18
City Planner/Planning Manager	459	7041.86	7393.95	7763.64	8151.83	8559.42
Community Center Manager	11	4897.43	5142.30	5399.42	5669.39	5952.85
Compliance Engineer	65	5813.22	6103.88	6409.07	6729.53	7066.00
Construction Project Manager	442	5299.02	5563.97	5842.16	6134.28	6440.99
Deputy Public Works Director - City Engineer	46	9065.32	9518.58	9994.49	10494.24	11012.40
Deputy Public Works Director-Utilities	47	9065.32	9518.58	9994.49	10494.24	11012.40
Electric Operations Superintendent	163	8227.03	8638.38	9070.30	9523.81	10000.00
Electric Utility Rate Analyst	418	6012.43	6313.13	6628.75	6960.15	7308.23
Information Systems Manager	15	6774.18	7112.89	7468.54	7841.96	8234.06
Lab/Environmental Compliance Superintendent	386	6120.87	6426.83	6748.22	7085.64	7439.90
Librarian I	220	4107.43	4312.80	4528.44	4754.86	4992.61
Librarian II	222	4518.18	4744.09	4981.29	5230.36	5491.87
Library Services Manager	227	5409.25	5679.66	5963.69	6261.89	6574.95
Management Analyst	438	4776.43	5015.25	5265.96	5529.36	5805.78
Manager, Customer Service & Programs	142	6744.66	7081.88	7435.99	7807.79	8198.18
Neighborhood Services Manager	158	6887.27	7231.54	7593.17	7972.82	8371.47
Network Administrator	122	5891.81	6186.37	6495.64	6820.41	7161.47
Park Superintendent	285	5911.63	6207.21	6517.57	6843.45	7185.62
Rates and Resource Manager	167	8227.03	8638.38	9070.30	9523.81	10000.00
Recreation Manager	334	4452.16	4674.80	4908.59	5154.01	5411.68
Recreation Superintendent	338	4897.42	5142.30	5399.41	5669.38	5952.85
Senior Civil Engineer	155	6558.36	6886.48	7230.74	7592.48	7971.70
Senior Power Engineer	149	7356.09	7723.79	8109.36	8515.05	8940.86
Senior Programmer/Analyst	134	5355.35	5623.09	5904.20	6199.40	6509.41
Supervising Accountant	342	5647.31	5929.67	6226.16	6537.47	6864.34
Transportation Manager/Sr Traffic Engineer	43	6559.00	6887.15	7231.44	7593.20	7972.46
Water/Wastewater Superintendent	432	6186.64	6495.97	6820.77	7161.81	7519.90

CITY OF LODI
a Municipal corporation

LODI CITY MID-MANAGEMENT ASSN

KONRADT BARTLAM
City Manager

Date: _____

KEVIN BELL
President

Date: _____

DEAN GUALCO
1111 Manager

Date: _____

JOSEPH WOOD
Vice-President

Date: _____

KATHRYN GARCIA
Secretary/Treasurer

Date: _____

Attest:

RANDI JOHL
City Clerk

APPROVED **AS TO FORM:**

D. STEPHEN SCHWABAUER
City Attorney